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United States Attorney

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Attorneys for the United States of America

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
\$50,040 IN UNITED)
STATES CURRENCY,)
)
Defendant.)
)

MICHAEL MOSS,)
)
Claimant.)

No. C 06- 4552 WHA

SETTLEMENT AGREEMENT
AND ORDER

The parties stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendant is \$50,040 in United States Currency ("Defendant \$50,040"). After proper notification and publication was given, the only person who filed a timely Claim and in this action is claimant Michael Moss. As a result, only claimant Moss has a right to defend Defendant \$50,040. The United States and claimant Moss are hereafter referred to as the "parties" in this document which is hereinafter referred to as the "Settlement Agreement" or "Agreement."

1 2. After full and open discussion, the parties agree to resolve any and all claims
2 against Defendant \$50,040, as well as against any and all past and present officials, employees
3 and agents of the United States, including those at the United States Department of Justice,
4 arising out of the seizure of Defendant \$50,040 and the facts alleged in the Complaint for
5 Forfeiture filed in this lawsuit on or about July 26, 2006.

6 3. The parties agree that the resolution of the lawsuit is based solely on the terms
7 stated in this Settlement Agreement. It is expressly understood that this Agreement has been
8 freely and voluntarily entered into by the parties. The parties further agree that there are no
9 express or implied terms or conditions of settlement, whether oral or written, other than those set
10 forth in this Agreement. This Agreement shall not be modified or supplemented except in
11 writing signed by the parties. The parties have entered into this Agreement in lieu of continued
12 protracted litigation and District Court adjudication.

13 4. The parties further agree that this Settlement Agreement does not constitute
14 precedent on any legal issue for any purpose whatsoever, including all administrative
15 proceedings and any lawsuits.

16 5. The parties agree that claimant Moss releases and discharges the United States, as
17 well as any past and present officials, employees, agents, attorneys, their successors and assigns,
18 from any and all obligations, damages, liabilities and demands of any kind and nature
19 whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising
20 out of the seizure of Defendant \$50,040 and the allegations in plaintiff's Complaint for
21 Forfeiture, filed on July 26, 2006.

22 6. Claimant Michael Moss does not contest that the United States has sufficient
23 evidence to support the forfeiture of Defendant \$50,040. In order to resolve this case without the
24 expense of further litigation, however, the parties have agreed that \$48,040 of defendant shall be
25 forfeited to the United States and that \$2000.00 of defendant shall be returned to claimant
26 Michael Moss, by check made payable to claimant Moss and his attorneys, Spero Leon and
27 Brenda Grantland, and delivered to his attorney, Brenda Grantland at 20 Sunnyside, Suite A204,
28 Mill Valley, CA 94941.

Such payment shall be in full settlement and satisfaction of any and all claims by Michael Moss, his heirs, representatives and assignees to Defendant \$50,040.

7. Claimant Moss shall hold harmless the United States, including its agents, officers, representatives and employees, as well as any and all state and local law enforcement officials, for any and all acts directly or indirectly related to the seizure of Defendant \$50,040, the facts alleged in the Complaint for Forfeiture and the forfeiture of \$48,040 of defendant \$50,040.


8. The United States and Claimant agree that each party shall pay its own attorneys' fees and costs.

9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

IT IS SO STIPULATED:

Dated: April 24, 2007

SCOTT N. SCHOOLS
United States Attorney


PATRICIA J. KENNEY
Assistant United States Attorney

Dated: April __, 2007

BRENDA GRANTLAND
Attorney for Claimant Michael Moss

Dated: April __, 2007

SPERO LEON
Attorney for Claimant Michael Moss

Dated: April __, 2007

MICHAEL MOSS
Claimant

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS ____ DAY OF ____, 2007, AND THIS CASE IS HEREBY DISMISSED ON THE FOREGOING TERMS.

HONORABLE WILLIAM H. ALSUP
United States District Judge

1 Such payment shall be in full settlement and satisfaction of any and all claims by Michael Moss,
2 his heirs, representatives and assignees to Defendant \$50,040.

3 7. Claimant Moss shall hold harmless the United States, including its agents,
4 officers, representatives and employees, as well as any and all state and local law enforcement
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$50,040, the
6 facts alleged in the Complaint for Forfeiture and the forfeiture of \$48,040 of defendant \$50,040.

7 8. The United States and Claimant agree that each party shall pay its own attorneys'
8 fees and costs.

9 9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

10
11 IT IS SO STIPULATED:

SCOTT N. SCHOOLS
United States Attorney

12
13 Dated: April 24, 2007

PATRICIA J. KENNEY
Assistant United States Attorney

14
15 Dated: April 24, 2007


BRENDA GRANTLAND
Attorney for Claimant Michael Moss

16
17
18 Dated: April __, 2007

SPERO LEON
Attorney for Claimant Michael Moss

19
20 Dated: April __, 2007

MICHAEL MOSS
Claimant

21
22
23 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS ____
24 DAY OF ____, 2007, AND THIS CASE IS HEREBY DISMISSED ON THE
25 FOREGOING TERMS.

26
27 HONORABLE WILLIAM H. ALSUP
United States District Judge

1 Such payment shall be in full settlement and satisfaction of any and all claims by Michael Moss,
2 his heirs, representatives and assignees to Defendant \$50,040.

3 7. Claimant Moss shall hold harmless the United States, including its agents,
4 officers, representatives and employees, as well as any and all state and local law enforcement
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$50,040, the
6 facts alleged in the Complaint for Forfeiture and the forfeiture of \$48,040 of defendant \$50,040.

7 8. The United States and Claimant agree that each party shall pay its own attorneys'
8 fees and costs.

9 9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

10
11 IT IS SO STIPULATED:

SCOTT N. SCHOOLS
United States Attorney

12
13 Dated: April 24, 2007

PATRICIA J. KENNEY
Assistant United States Attorney

14
15 Dated: April __, 2007

BRENDA GRANTLAND
Attorney for Claimant Michael Moss

16
17
18 Dated: April 24, 2007


SPERO LEON
Attorney for Claimant Michael Moss

19
20 Dated: April __, 2007

MICHAEL MOSS
Claimant

21
22
23 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS
24 DAY OF _____, 2007, AND THIS CASE IS HEREBY DISMISSED ON THE
25 FOREGOING TERMS.

26
27 _____
HONORABLE WILLIAM H. ALSUP
United States District Judge

28
Settlement Agreement
No. C 06-4552 WHA

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PAGE

1 Such payment shall be in full settlement and satisfaction of any and all claims by Michael Moss,
2 his heirs, representatives and assignees to Defendant \$50,040.

3 7. Claimant Moss shall hold harmless the United States, including its agents,
4 officers, representatives and employees, as well as any and all state and local law enforcement
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$50,040, the
6 facts alleged in the Complaint for Forfeiture and the forfeiture of \$48,040 of defendant \$50,040.

7 8. The United States and Claimant agree that each party shall pay its own attorneys'
8 fees and costs.

9 9. Based on the foregoing, the parties agree that the Court shall dismiss this action.

10
11 IT IS SO STIPULATED:

SCOTT N. SCHOOLS
United States Attorney

12
13 Dated: April 24, 2007

PATRICIA J. KENNEY
Assistant United States Attorney

14
15 Dated: April __, 2007

BRENDA GRANTLAND
Attorney for Claimant Michael Moss

16
17 Dated: April __, 2007

SPERO LEON
Attorney for Claimant Michael Moss

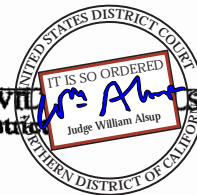
18
19 Dated: April 24, 2007

MICHAEL MOSS
Claimant

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21
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23 BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS 25th
24 DAY OF April, 2007, AND THIS CASE IS HEREBY DISMISSED ON THE
25 FOREGOING TERMS.

26 The Court will retain jurisdiction to enforce
27 the settlement agreement for 90 days.

HONORABLE WILLIAM ALSTUP
United States District Judge



28
Settlement Agreement
No. C 06-4552 WHA